

ORIGINAL

cc: OS/066
KSL2)
Pub

BEFORE THE
FEDERAL MARITIME COMMISSION

RECEIVED

21 MAY 23 PM 12

OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

DNB EXPORTS LLC; and
AFI ELEKTROMEKANIKANIK VE
ELEKTRONIK SAN. TIC. LTD. STL,

Complainants,

v.

Docket No. 11-07

BARSAN GLOBAL LOGISTIKS VE GUMRUK
MUSAVIRLGI A.S.; BARSAN
INTERNATIONAL, INC.; and IMPEXIA, INC.,

Respondents.

**BARSAN GLOBAL LOGISTIKS' AND BARSAN INTERNATIONAL, INC.'S
VERIFIED ANSWER AND AFFIRMATIVE DEFENSES TO
COMPLAINT, COUNTERCLAIM AND CROSS CLAIMS**

Respondents, Barsan Global Logistiks Ve Gumruk Musavirlgi A.S. ("BGL") and Barsan International, Inc. ("Barsan") hereby submit their Answer and Affirmative Defenses to the Complaint filed by DNB Exports LLC ("DNB") and AFI Elektromekanikanik Ve Elektronik San. Tid. Ltd. STL ("AFI").

1. BGL and Barsan have insufficient information to admit or deny Paragraph 1 and therefore deny same.
2. BGL and Barsan have insufficient information to admit or deny Paragraph 2 and therefore deny same.
3. Admit.
4. Admit.

5. Admit that Barsan is registered in the States of New Jersey and Florida as a foreign corporation. Deny that Barsan has not registered its branch office with the FMC.

6. BGL and Barsan deny that Impexia ever had a principal place of business at 17-09 Zink Place, Unit 5, Fair Lawn, New Jersey, the same location as Barsan. BGL and Barsan have insufficient information to admit or deny the remainder of paragraph 6 and therefore deny same.

7. Admit.

8. Admit.

9. Barsan and BGL deny that Barsan is a sham, agent or adjunct of BGL and that the companies should be regarded as a single corporate entity. BGL and Barsan admit that Barsan's bills of lading and invoices carry the BGL logo. Barsan and BGL have insufficient information to admit or deny what information is contained on Wikipedia and therefore deny same.

10. Deny.

11. Barsan and BGL deny that services provided by Barsan to DNB and AFI after January of 2010 were pursuant to the Agreement referenced in paragraph 11 because by its terms, the Agreement expired in January of 2010. Barsan and BGL also deny that Agreement provided for delivery "at other ports and points" as set forth in Paragraph 11. Barsan and BGI admit that the parties executed the Agreement in January 2009. BGL and Barsan deny that Barsan provided NVOCC services to DNB and AFI pursuant to the Agreement.

12. Barsan and BGL deny that the actions described were all done pursuant to the Agreement referenced in Paragraph 12 and the Agreement had terminated pursuant to its terms as of January 2010. Barsan and BGL admit that information required for transportation and export was provided by DNB to Barsan.

13. Barsan and BGL deny the characterization of Paragraph 13 in regard to requirements imposed by the Shipping Act of 1984. BGL and Barsan admit that the Agreement contained the language cited.

14. BGL and Barsan have insufficient information to admit or deny paragraph 14 and therefore deny same.

15. BGL and Barsan deny that Impexia is a corporate shell of BGL and Barsan for any purpose. BGL and Barsan have insufficient information to admit or deny the remainder of paragraph 15 and therefore deny same.

16. Deny.

17. Barsan and BGL have insufficient information to admit or deny whether Jimmy Cuneyt Karadagli holds out as the owner of Impexia and whether he is the husband of Ms. Burcin Karadagli and therefore deny same. Barsan and BGL admit that Burcin Karadagli formerly was the Accounting Manager of Barsan and that Jimmy Cuneyt Karadagli held himself out as the husband of Burcin Karadagli.

18. Deny.

19. Barsan and BGL deny paragraph 19 to the extent it alleges that BGL and/or or Barsan became aware of an unlawful scheme in December of 2010 or that they were involved in any unlawful scheme. BGL and Barsan have insufficient information to admit or deny the remainder of paragraph 19 and therefore deny same.

20. Barsan and BGL deny that Barsan International or BGL had offices in Texas. BGL and Barsan have insufficient information to admit or deny the remainder of paragraph 20 and therefore deny same.

21. BGL and Barsan have insufficient information to admit or deny Paragraph 21 and therefore deny same.

22. BGL and Barsan deny that Barsan's officers maintain a close relationship with Impexia. BGL and Barsan admit that Ugur Aksu is President of Barsan, that Sevgi Cebe is Vice President of Operations and that Tugsan Uresin is an Export Specialist at Barsan.

23. BGL and Barsan admit that some Barsan employees occasionally had informal lunches and dinner business meetings with Baris Devrin Bal. BGL and Barsan deny the remainder of paragraph 23.

24. BGL and Barsan have insufficient information to admit or deny paragraph 24 and therefore deny same.

25. Barsan and BGL deny Barsan ever made a knowing disclosure of the type referenced in paragraph 25 to Impexia. Barsan and BGL have insufficient information to admit or deny whether the remainder of paragraph 25 and therefore deny same.

26. BGL and Barsan deny that DNB and AFI communicated to them through Ceytun. BGL and Barsan have insufficient information to admit or deny the remainder of paragraph 26 and therefore deny same.

27. BGL and Barsan deny Barsan engaged in a continuing scheme as described in paragraph 27. BGL and Barsan have insufficient information to admit or deny the remainder of paragraph 27 and therefore deny same.

28. Deny.

29. Barsan and BGL admit that Burak Bal communicated with Kamil Barlin in March of 2011 alleging that Barsan released information to Impexia and that Impexia solicited their customers. Barsan and BGL deny that there had been a prior communication between these parties in regard to the allegation. Barsan and BGL deny the remainder of paragraph 29.

30. Barsan and BGL deny that they acknowledged any unlawful practices or that Ms. Karadaghi is currently employed at Barsan. Barsan and BGL have insufficient information to admit or deny whether Mr. Karadaghi holds himself out as the owner of Impexia and therefore denies same.

31. BGL and Barsan have insufficient information to admit or deny Paragraph 31 and therefore deny same.

32. BGL and Barsan deny that they knowingly disclosed information of the type described in paragraph 32 to Impexia. To the extent that Paragraph 32 alleges that BGL and Barsan violated Section 10(b)(13) of the Shipping Act, that constitutes a conclusion of law to which no response is required. To the extent a response is required, the allegation is denied. BGL and Barsan admit that Barsan handled 53 shipments on behalf of DNB and/or AFI. BGL and Barsan have insufficient information to admit or deny the remainder of paragraph 32 and therefore deny same.

33. BGL and Barsan deny that they provided NVOCC services to AFI or DNB for little or no profits or that they were using a fraudulent business model as described in paragraph 33. Barsan and BGL admit that in conversations with representatives of DNB

Barsan employees did not emphasize the amount of profits Barsan was making on the shipments it was handling.

34. Deny.

35. Deny.

36. Deny.

No response is required to Complainants Prayer for Relief. To the extent a response is required, Barsan and BGL deny same.

BGL and Barsan admit that Alternative Dispute Resolution Procedures were not used prior to the filing of the Complaint.

AFFIRMATIVE DEFENSES

1. The Complaint fails to state a valid cause of action against BGL and Barsan under the Shipping Act.

2. The Commission lacks jurisdiction over BGL.

3. The Complaint is barred by estoppel, waiver, and unclean hands.

4. To the extent that BGL and Barsan are found liable for any of the allegations set forth in the Complaint, they are entitled to indemnification, and at a minimum, contribution from Impexia.

5. BGL and Barsan hereby give notice that they intend to rely on such other affirmative defenses as may become available or apparent in the course of discovery and, therefore, reserve their right to amend the Answer to assert such defenses.

BARSAN'S COUNTERCLAIM AGAINST DNB AND AFI

Barsan alleges as follows against DNB and AFI.

PARTIES

1. AFI is a corporation organized and existing pursuant to the laws of Turkey with its principal place of business at Serifali Mahallesi, Emin Sok. No: 51 PK 34775, UMRANIYE/Istanbul, Turkey.

2. DNB is Delaware corporation with its principal place of business at 110 Harmon Drive, Unit 106, Blackwood, New Jersey, 08012.

3. Barsan is a New York Corporation with is principal place of business at 17-09 Zink Place, Unit 5, Fair Lawn, New Jersey, 07410.

FACTUAL ALLEGATIONS

4. Barsan has provided transportation services for DNB and AFI.

5. DNB and AFI have failed to pay for such transportation services despite demand having been made.

6. DNB and AFI owe Barsan \$16,722.34, plus interest, for such transportation services.

FIRST COUNTERCLAIM (Breach of Contract)

7. BGL and Barsan repeat and reallege each of the allegations contained in paragraphs 1-6.

8. DNB and AFI are in breach of contract based upon their failure to pay Barsan for transportation services provided.

WHEREFORE, Barsan respectfully requests the following relief:

a. the entry of a judgment in favor of Barsan in the amount of \$16,722.36 plus interest, against for DNB and AFI for breach of contract

- b. post-judgment interest; and
- c. such further or additional relief as the Commission may deem just

and appropriate.

BGL AND BARSAN'S CROSS CLAIMS AGAINST IMPEXIA, INC.

BGL and Barsan Global Link allege as follows against Impexia Inc.

PARTIES

1. Upon information and belief, Impexia is a corporation incorporated in March of 2010 and existing pursuant to the laws of the State of New Jersey.

2. BGL is a corporation organized and existing pursuant to the laws of Turkey with its principal place of business at Merkez Mahallesi Nadide Sok. No.1, Barsan Business Center, 34381 Sisli, Istanbul, Turkey.

3. Barsan is a New York Corporation with its principal place of business at 17-09 Zink Place, Unit 5, Fair Lawn, New Jersey, 07410.

FACTUAL ALLEGATIONS

4. The Complaint filed by DNB and AFI alleges that Impexia wrongfully obtained proprietary information from BGL and/or Barsan about DNB and AFI's business practices and used such information to solicit DNB and AFI's customers.

5. To the extent that Impexia engaged in such a scheme it did so without BGL or Barsan's knowledge or consent.

FIRST CROSSCLAIM
(Indemnification)

6. BGL and Barsan repeat and reallege each of the allegations contained in paragraphs 1-5.

7. BGL and Barsan deny liability to DNB and AFI and deny that they have stated any claim for which relief may be granted. Nevertheless, if the Commission finds BGL and/or Barsan liable to DNB or AFI MOL, Impexia is in turn liable to BGL and Barsan for complete indemnification for any liability suffered by DNB and/or AFI, including attorney fees and costs.

WHEREFORE, BGL and Barsan respectfully request the following relief:

- a. the entry of a judgment awarding complete indemnification for any liability suffered by BGL and/or Barsan, including fees and costs, on the claims asserted in DNB and AFI's Complaint;
- b. post-judgment interest; and
- c. such further or additional relief as the Commission may deem just and appropriate.

SECOND COUNTERCLAIM
(Contribution)

8. BGL and Barsan repeat and reallege each of the allegations contained in paragraphs 1-7.

9. BGL and Barsan deny liability to DNB and AFI. If the Commission does find BGL and/or Barsan liable, however, Impexia is jointly liable and Impexia should be obligated to contribute payment for its shares of fault. BGL and Barsan will suffer damages if required to pay more than their proportionate share of liability.

WHEREFORE, BGL and Barsan respectfully request the following relief:

- a. the entry of a judgment awarding contribution in the amount of any payment by BGL and/or Barsan in excess of their share of liability, including fees and costs, on the claims asserted in DNB and AFI's Complaint;

- b. post-judgment interest; and
- c. such further or additional relief as the Commission may deem just and appropriate.

Respectfully submitted,



David P. Street
Brendan Collins
GKG LAW, PC
Canal Square – Suite 200
1054 Thirty-First Street, NW
Washington, DC 20007
Telephone: 202.342.5220
 202.342.6793
Email: dstreet@gkglaw.com
 bcollins@gkglaw.com

DATED: May 23, 2011

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document was delivered to the following addressees at the address stated by depositing same in the United State mail, first class postage prepaid, and/or by electronic transmission, this 23rd day of May 2011:

Carlos Rodriguez, Esquire
Xheng Xie, Esquire
RODRIGUEZ O'DONNEL
GONZALEZ & WILLIAMS, PC
1250 Connecticut Avenue,, NW – Suite 200
Washington, DC 20036

Attorneys for Complainants
DNB EXPORTS LLC and
AFI ELEKTROMEKANIK VE
ELEKTRONIK SAN. TIC. LTD. STL



ORIGINAL

cc: os (OGC)
ALS(s)
Pd

BEFORE THE
FEDERAL MARITIME COMMISSION

RECEIVED

2011 MAY 24 PM 1:50

OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

DNB EXPORTS LLC; and
AFI ELEKTROMEKANIKANIK VE
ELEKTRONIK SAN. TIC. LTD. STL,

Complainants,

v.

Docket No. 11-07

BARSAN GLOBAL LOGISTIKS VE GUMRUK
MUSAVIRLGI A.S.; BARSAN
INTERNATIONAL, INC.; and IMPEXIA, INC.,

Respondents.

AMENDED
CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the Barsan Global Logistiks' and Barsan International, Inc.'s Verified Answer and Affirmative Defenses to Complaint, Counterclaim and Cross Claims filed with the Federal Maritime Commission on May 23, 2011, was delivered to the following addressees at the address stated by depositing same in the United State mail, first class postage prepaid, and/or by electronic transmission, this 24th day of May 2011:

Ashley W. Craig
David G. Dickman
Lauren D. Eade
Venable LLP
575 7th Street, N.W.
Washington, DC 20004

Attorneys for Respondents
Impexia, Inc.

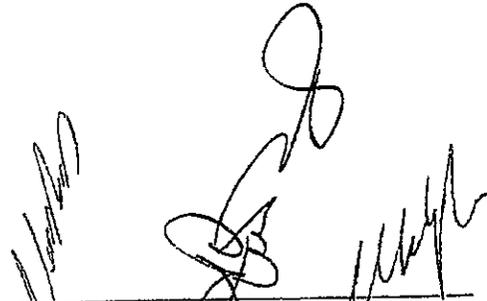
Brenda Wiley

VERIFICATION

Hakan Kölemenöglü, Ahmet Cengiz Çaptuğ, Sedat Geyik, declare and state that They are Directors of Barsan Global Lojistik ve Gumruk Musavirligi A.S., a Respondent in this proceeding, and that the foregoing Verified Answer and Affirmative Defenses, Counterclaim and Cross Claims is true to the best of their information and belief; and that the grounds of their belief as to all matters not upon their own personal knowledge is information which has otherwise been provided to Respondent.

Pursuant to 28 U.S.C. § 1746 (1), we verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on 23 May 2011


A. Cengiz Çaptuğ Sedat Geyik Hakan Kölemenöglü

Directors of Barsan Global Lojistik ve

Gumruk Musavirligi A.S.

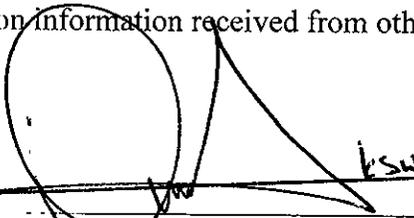
**BARSAN GLOBAL LOJ. ve
GÜMRÜK MÜŞAVİRLİĞİ A.Ş.**

Merkez Mah. Nadide Sok. No.1
Okmeydanı - Şişli / İSTANBUL
Şişli V.D.: 142 059 0137

VERIFICATION

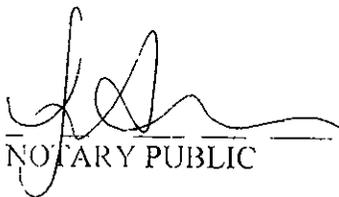
_____)
State of New Jersey)
County of _____) ss:
_____)

Ugur Aksu, being first duly sworn on oath, deposes and says that he is the President of Respondent, Barsan International, Inc.; that he has read the Answer and Affirmative Defenses and that the facts stated therein, upon information received from others, he believes to be true.



Ugur Aksu

Subscribed and sworn to before me, a notary public in and for the State of NJ, County of Bergen this 20 day of May, 2011.



NOTARY PUBLIC

My Commission expires: April 20, 2016

JANEEN A. TORRES
A Notary Public of New Jersey
My Commission Expires APRIL 20, 16